

TOWNSHIP OF MEDFORD

Burlington County

New Jersey

REQUEST FOR PROPOSALS

TOWNSHIP 2025 PROFESSIONAL SERVICES

RFP Opening Date – Thursday, November 14, 2024

Time – 10:30 AM

Medford Township Council

Charles Watson	Mayor
Donna Symons	Deputy Mayor
Michael Czyzyk	Council Member
Bethany Milk	Council Member
Erik Rebstock	Council Member

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NOTICE TO BIDDERS

The Township of Medford is soliciting proposals through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

The Applicant will designate a specific individual(s) to work with the Township of Medford and provide resumes for both the individual and Principals of the Business Entity.

PROJECT DESCRIPTION

Sealed RFP responses will be received by the Township Clerk on Thursday, November 14, 2024 at 10:30 A.M. local prevailing time in the Manager’s Conference Room at the Municipal Building, 49 Union Street, Medford, NJ 08055, at which time and place responses will be opened for:

- Township Attorney/Conflict Attorney
- Township Planner/Conflict Planner
- Bond Counsel
- Municipal Court Prosecutor/Conflict Prosecutor
- Labor/Human Resource Attorney
- Auditor
- Municipal Court Public Defender
- Affordable Housing Planner
- Township Engineer/Utility Engineer/Conflict Engineer
- Risk Management Consultant/Benefit Broker

TOWNSHIP 2025 PROFESSIONAL SERVICES

Proposals must be submitted in duplicate, one copy on the proposal forms contained in the bid package and one copy scanned as a PDF file and submitted on a CD or USB Drive.

Proposals must be in a sealed envelope, bearing the name and address of the bidder **and** the name of the project. This information must be on the **outside** of the envelope and addressed to the Municipal Clerk. In the following format:

RFP Title:
Position Applying for:

If the bid is sent by overnight or express mail, the above designation SHALL also appear on the outside of the courier company envelope.

Any proposal received not complying with these requirements SHALL not be opened and returned to sender marked “Unresponsive”.

Qualification documents and instructions to applicants may be obtained via the Township Website: www.medfordtownship.com. It is the bidder’s responsibility to check the website regularly for possible addenda.

Applicants shall comply with the requirements of P.L. 1975, C127, and N.J.A.C. 17:27et seq.

Township Clerk

PROPOSAL FORM

The undersigned declares that they have read the included Notice, Instructions, Affidavits and Scope of Services, that they have determined the conditions affecting the proposal are acceptable and agrees, if this proposal is accepted, to furnish and deliver services per their attached schedule of fees.

Please indicate the Professional Service/Title for which you are Submitting:

Professional Service	Please Check
Township Attorney/Conflict Attorney	<input type="checkbox"/>
Bond Counsel	<input type="checkbox"/>
Township Engineer/Utility Engineer/Conflict Engineer	<input type="checkbox"/>
Auditor	<input type="checkbox"/>
Municipal Court Prosecutor/Conflict Prosecutor	<input type="checkbox"/>
Municipal Court Public Defender	<input type="checkbox"/>
Labor/Human Resource Attorney	<input type="checkbox"/>
Risk Management Consultant/ Benefit Broker	<input type="checkbox"/>
Township Planner/ Conflict Planner	<input type="checkbox"/>
Affordable Housing Planner	<input type="checkbox"/>

Please provide the name and address of Submitting Firm, Individual or Entity:

NOTE: In responding to these questions you may attach additional sheets as necessary. Please be sure to **CLEARLY** reference all additional sheets or relevant attachments under the appropriate question or area. Material not clearly referenced will not be considered.

1. Is your firm willing and able to perform the scope of services set forth in the Notice of Solicitation for Professional Services and the Solicitation Package for the above Professional Service / Title?

Yes No

2. If the answer to question 1 is “No”, then please explain any exceptions, clarifications or limitations to the scope of services that your firm is willing and able to provide?

3. Please provide the names and roles of the individuals who will perform the services, descriptions of their education and experience, degrees, licenses and certifications relevant to those services including specific experience with the Client/Owner to whom this submission is being sent (or with similar Client/Owners).

4. Please discuss your (the firm’s) record of success in providing the same or similar services to those being requested.

5. Please provide references who can be contacted to substantiate the above noted experience or record of success for the same or similar service.

6. Please provide a list of your current municipal or public clients as well as past municipal clients.

7. Please describe your (the firm's) ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff, availability and/or ownership of key resources). If appropriate, a description of technical process and equipment available to the organization and used in performing the task(s) within the scope of work may be provided.

8. Please disclose any conflicts of interest you have or reasonably anticipate having with respect to the your firm's past, current or pending representation of clients or entities who are engaged in litigation or disputes with the Township of Medford or its associated entities or who are appearing before or making application to its Boards or Agencies. If none, state "none."

9. Please provide a breakdown of costs for service (cost details), including the hourly rates of each of the individuals who will be performing services and a schedule of costs for reimbursable expenses and/or a budgeted amount for reimbursable expenses. If all or any part of the work proposed is to be performed on a lump sum or flat fee (as opposed to an hourly or reimbursable basis) please provide the amount of that lump sum or flat fee as well as specifically detailing the full scope of work to be included under the proposed lump sum or flat fee. It is also permissible to provide alternative fee proposals (lump sum or hourly) for the same scope of work, but again, it is very important to clearly delineate what is included.

10. (OPTIONAL) ADDITIONAL MATERIAL. Please discuss any relevant or supplementary materials which may demonstrate your firm’s qualification or capacity to perform the professional services listed or to illustrate why hiring your firm to perform these services would be in the best interest of the Township.

11. In completing and submitting this form the submitting firm, individual or entity acknowledges that it has received and read the following which were provided with the submission materials:

- The Notice of Solicitation for Professional Services, pertaining to the Professional Title/Service which is the subject of this submission
- The “Title/ Service Description and Minimum Requirements” pertaining to the above Professional Title/Service and any supplemental addendum.
- The “General Instructions, Submission and Selection Criteria”
- The “General Contract Requirements” and Exhibits.

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm to provide the professional services set forth herein in accordance with this submission form and the terms of the solicitation and submission materials noted above.

I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the public entity to which it is being submitted.

Company Federal I.D. # or Social Security #

Address

Authorized Agent (Print Name) Title of Authorized Agent

Telephone Number Email Address

Fax Number

Signature

Sworn and subscribed to before me on

this _____ day of

_____, 20____

Signature of Notary

Notary seal

Print Name

SEALED RESPONSES

BE ADVISED THAT absent an express written notice to the contrary in the detailed requirements, all proposals:

1. Are to be submitted on the “Standardized Professional Service RFP – RFP PROPOSAL FORMS” AND
2. Are Subject to the Standardized “General Instructions, Submission and Selection Criteria for Professional Service Contracts”.

The above mentioned standardized documents are available on the Township of Medford website at www.medfordtownship.com under the heading “Current Bidding Opportunities/Notice of Solicitation for Professional Service”.

The Township Clerk’s Office is open Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding holidays.

The above noted “Standardized Professional Service RFP - RFP PROPOSAL FORMS” include:

- a. The “Proposal Form” signed and dated by the provider, clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
 - b. A signed and notarized “Non-Collusion Affidavit.”
 - c. A signed “Disclosure of Ownership form”.
3. Require a copy of the vendor's current "NJ Business Registration Certificate". Information on this certificate can be obtained on the web at "[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)".
 4. Requires such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses must be received in the Township of Medford, Attn: Township Clerk, 49 Union Street, Medford, NJ 08055 on or before the date and time (“due date” set forth in this notice (also referred to as the “submission deadline”). The Township of Medford Township Clerk and/or her designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the Manager’s Conference Room of the Medford Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Township of Medford reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Township of Medford.

APPLICANT TERMS AND CONDITIONS

Proposals will be evaluated by the Township Council and/or sub-committees of the Township of Medford on the basis of the most advantageous, price and other factors considered but not limited to the following:

- Knowledge of the administrative structure of the Township of Medford and subject matter to be addressed under the contract.
- Individual designated by the applicant and approved by Township is required to attend all regular scheduled meetings as required by Township of Medford. If the designated individual is unable to attend they must notify the Township in advance and have the individual to attend the meeting approved by Township of Medford.
- Applicant must respond to Township inquiries within 24 hours.
- Applicant must be available to accommodate any Special meetings as required by the Township;
- Applicant will provide written proposals for specific projects as required by Township.

Applicant must provide a compensation schedule.

- a. The Township shall not pay for travel time
- b. The Township shall not pay for copies made at a rate exceeding what the Township may charge under the Open Public Records Act, implementing regulations, N.J.A.C. 5:105

Other factors that may reasonably impact the Township in 2025.

CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked, **SHALL** result in your bid being disqualified. These are **MANDATORY** requirements of this bid package:

	<u>✓</u>	<u>Initials</u>
Checklist of Required Documents, signed below	✓	_____
RFP Proposal Form	✓	_____
Hard copy of RFP proposal on the proposal forms contained in bid package with supporting documentation	✓	_____
Hard copy of Applicant and Designated Individual Resumes with supporting documentation	✓	_____
Acknowledgement of Addenda (as applicable)	✓	_____
Affirmative Action Certification	✓	_____
Equal Employment Opportunity	✓	_____
Americans With Disabilities Act	✓	_____
Disclosure of Ownership	✓	_____
Responsible Bidder Certification	✓	_____
False Statement Penalties Certification	✓	_____
Disclosure of Investment Activities in Iran Form	✓	_____

Failure to provide the following items, as checked, **MAY** result in your bid being disqualified or a request for clarification issued.

	<u>✓</u>	<u>Initials</u>
CD Rom or USB Drive copy of RFP proposal on the proposal forms contained in bid package and supporting documentation formatted in PDF	✓	_____
CD Rom copy or USB Drive of Applicant and Designated Individual Resumes with supporting documentation	✓	_____
Affidavit of Non-Collusion	✓	_____
Responsible Bidder Checklist	✓	_____
Taxpayer Identification (W-9)	✓	_____
Responsibility Acknowledgement (Post Contract Award)	✓	_____

Prior to award of the contract the following items, as checked, shall be required:

		<u>Initials</u>
Business Registration Certificate	✓	_____

After award of the contract the following items, as checked, shall be required:

		<u>Initials</u>
Signed Contracts	✓	_____
Certificate of Insurance for the length of the contract	✓	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE RFP PACKAGE.

COMPANY / BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE

ACKNOWLEDGEMENT OF ADDENDA

Receipt of Changes to Bid Documents Form

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the RFP advertisement, specifications or RFP documents. By indicating date of receipt, applicant acknowledges the submitted RFP takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a RFP may be subject for rejection of the proposal.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AFFIRMATIVE ACTION CERTIFICATION

This form is a summary of the successful applicant's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful applicant shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful applicant may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful applicant(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the applicant copy is retained by the applicant.

The undersigned applicant certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned applicant further understands that his/her RFP shall be rejected as non-responsive if said applicant fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

(REVISED 4/10)

EQUAL EMPLOYMENT OPPORTUNITY
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

Initials _____

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Initials _____

AMERICANS WITH DISABILITIES ACT
Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of Medford do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the ADA and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Initials _____

RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must be included with the Bid and must be fully completed, signed by at least one general partner, owner, or officer authorized to legally obligate the Applicant and notarized.

The Bidder recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the Township to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

DECLARATION

I, _____ am the
(print name)
_____ of Applicant.
(title)

I certify that I have read and understood the questions contained in the attached bid, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this bid is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the bid may result in non-award of contract. I authorize the Township to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Township.

Signature

Sworn and subscribed to before me on

this _____ day of
_____, 20____

Signature of Notary

Notary seal

Print Name

FALSE STATEMENT PENALTIES CERTIFICATION

N.J.S.A. 40A:11-34

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

Print Name

Signature of Preparer or
Officer of the Applicant

Sworn and subscribed to before me on

this _____ day of

_____, 20____

Signature of Notary

Notary seal

Print Name

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

2. The name of the within applicant is _____

3. I execute the said RFP on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of fair and open process in connection with the contract.
5. All statements contained in the Qualification Statement and RFP and in this Affidavit are true and correct and were made with the full knowledge that the Township of Medford, County of Burlington, its officers and employees, rely on the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on _____ this day of
_____, 20____

Signature

Print Name

Signature of Notary

Print Name

RESPONSIBLE BIDDER'S CHECKLIST

The following are screening statements which shall be used to determine whether or not a prospective applicant is responsible to enter into a contract with the Township of Medford.

Refusal to answer or omission of response to any question in this checklist shall be considered a fatal flaw and shall result in disqualification of the Bidder.

A YES answer to any statement below shall require the bidder to explain that answer to the Township Council prior to award of contract.

- | | | |
|--|---------------------------------|--------------------------------|
| 1. In the last five (5) years, has your firm, or any key Person in your firm, been convicted of a crime involving the awarding of a contract of a government (local, state or federal) construction project, or the bidding or performance of a government contract? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No |
| 2. In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the project owner) or has your surety completed a contract for your firm? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No |
| 3. At the time of submitting this bid form, is your firm or any key Person in your firm, ineligible to bid on or be awarded any public works contract, or perform as a subcontractor on a public works contract? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No |
| 4. Has your firm, or any key Person in your firm, ever been found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No |
| 5. In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts? | <input type="checkbox"/>
Yes | <input type="checkbox"/>
No |

TAXPAYER IDENTIFICATION

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Township within 10 days after receiving a Notice to Award by the Township Clerk on the above-named project.

Certification of Insurance

- In accordance with Township requirements of “Insurance”

Signed Contracts

- In accordance with Township requirements of “Notification of Award”

Initial Project Workforce Report

- In accordance with Township requirements of “Required Affirmative Action Evidence”

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____



STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE AND PROPERTY
 33 WEST STATE STREET, P.O. BOX 230
 TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

PART 1
CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury’s Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor’s/Bidder’s proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

____ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited **OR** activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). Disregard Part 2 and complete and sign the Certification below.

____ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked box “B” above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below:

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date _____

Print Name and Title _____



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor¹”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

GENERAL INFORMATION FOR APPLICANTS

RECEIPT OF PROPOSAL

1. Qualifications shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
2. Each proposal shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Municipal Clerk bearing the name and address of the applicant on the outside, and clearly marked "REQUEST FOR PROPOSAL" with the name of the item(s) and contract number being proposed.
3. It is the Applicant's responsibility to see that the proposal is presented to the Municipal Clerk at the time and place designated. Proposals may be hand delivered or mailed; however, it is applicant's responsibility for the delivery of the proposal.
4. **The Applicant is required to submit 1 hard copy and 1 electronic copy in PDF format on a readable CD or USB Drive of their proposal and the resumes of the designated individual(s) and principles of the business entity at the time of submission.**

PROPOSAL FORM

Proposals must be submitted on the forms included in the RFP package. All blank spaces must be filled in. All proposals shall be typewritten or written in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the applicant in ink. Failure to comply may be cause for rejection of the proposal. Where discrepancies occur between the unit price and the extension, the unit price will prevail.

SIGNATURE ON PROPOSAL FORM

If the applicant is an individual, the proposal must be signed by the individual. If the applicant is not an individual, the proposal must be signed by a person authorized to sign on behalf of the applicant.

QUESTIONS/CHALLENGES

Should any applicant be in doubt as to the intent of this Request for Proposal, they should immediately notify the Township Clerk, in writing, who will then send written addenda to all applicants covering the point in question. Applicants may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Municipal Clerk no later than three (3) business days prior to the proposal opening date. Challenges files after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

INTERPRETATIONS AND ADDENDA

1. The applicant is responsible for understanding all of the proposal documents that have been+ provided by the Township.
2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Municipal Clerk. If the applicant fails to notify the Township of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.
3. No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Municipal Clerk. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be

distributed to all prospective applicants in accordance with statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the applicant in the proposal. The Township's interpretations or corrections thereof shall be final.

REJECTION OF PROPOSAL

The Township reserves the right to reject any or all proposal and to waive any minor informality in any proposal should it be deemed in the best interest of the Township to do so.

Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification
2. Failure to comply with the American with Disabilities Act of 1990
3. Failure to complete the Disclosure of Ownership Statement.
4. Failure to provide a properly dated New Jersey State Business Registration Certificate prior to award of contract. (including subcontractors)

Proposals may be rejected for any of the following reasons:

1. Failure to complete the Affidavit of Non-Collusion.
2. Failure to properly complete the Proposal form.
3. Failure to complete the Checklist of Required Documents.
4. Insertion of additional conditions, provisions or stipulations.

PROCEDURES ON AWARD OF CONTRACT

The Township of Medford awards contracts or rejects all proposals within 60 days, unless in accordance with N.J.S 40A:11-24, which provides in part that "any applicant who consent thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer period as may be agreed." All prospective applicants are advised of this schedule since all proposals must be firm when proposed, and must remain so for 60 days or such longer period as the Township and the applicant may agree.

NOTIFICATION OF AWARD

1. Upon passage of a Township Council Resolution awarding the contract, the Township Clerk will forward two (2) sets of contract documents to the successful applicant for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful applicant shall return two (2) sets of the contract documents to the Township Clerk with a proper performance bond and insurance certificates if required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Township Attorney for review and approval.
2. If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will be returned to the successful applicant by the Township. No Resolution of Award will become binding on the Township before the contract documents have been executed by the Mayor and Municipal Clerk.
3. Should the successful applicant fail to execute the contract within ten (10) days of notification, the Township will be free to award the contract to another applicant.

ASSIGNING THE CONTRACT

The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township.

TERMINATION OF CONTRACT

DEFAULT: Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days' written

notice to the applicant. The Township shall not pay for any services and/or materials, which are unsatisfactory. The applicant may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

1. **UNCONDITIONAL TERMINATION FOR CONVENIENCE**: The Township may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the applicant.
2. **TERMINATION FOR DEFAULT**: If the applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Township has determined the applicant has failed to remedy the problem after being forewarned.
3. **TERMINATION BY THE TOWNSHIP**: If the applicant should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract. If the applicant should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or of this contract, the Township shall give the applicant fifteen (15) calendar days written notice. Upon receipt of such termination notice, the applicant shall be allowed seven (7) calendar days to cure such deficiencies.

PAYMENT

The contract price shall be payable either in one lump sum or as indicated in the RFP specifications at the first regular monthly meeting of the governing body following satisfactory completion of the contract and presentation of a properly executed purchase voucher.

INVOICES

The Township of Medford will not honor any invoices submitted for work performed other than that stipulated by these specifications unless previously authorized by a written change order from the Township. Invoices for services rendered must be received by the Township by the end of the month following the month in which the expense was incurred. For example a service provided in June must be billed to the Township by the end of July. Expenses submitted after this period will not be honored by the Township.

THE CONTRACT

The following shall be deemed to be part of the Contract:

- Notice to Applicants
- Information to Applicants
- Specifications (General, Special & Detail)
- Proposal
- All addenda issued by the Township prior to the receipt of proposals

CONFLICTING INFORMATION OR ERRORS

The Township reserves the right to correct any errors or omissions in said Request for Proposal wherever such corrections are necessary for the proper fulfillment of the intentions of the plans and specifications. Should there be any conflicting information given in the plans and specifications, the Township shall be notified of same and the Township will determine the final decision.

Prior to the execution of the work, the applicant shall check the plans and specifications and immediately report to the Township all errors and omissions discovered therein. Thereafter, during the prosecution of the work, the applicant shall immediately report all further errors or omissions to the Township. Any adjustments made

by the applicant without prior approval shall be had that their own risk and the settlement of any complications arising from such settlement shall be made by the applicant at their own expense.

COMPLIANCE WITH LAWS

The applicant will keep himself fully informed of, and observe and comply with, all state, national and municipal laws in any manner affecting those engaged or employed in the work or the materials used in the work and of all such orders and decrees for bodies having any jurisdiction or Township over the same.

If any discrepancy is discovered in the Request for Proposal in relation to any such law, ordinance, regulation, order or decree, the applicant notify the Township in writing. The applicant shall protect and indemnify the Township, its officers and agents against any claim or liability arising from a violation of any law, regulation, ordinance, order or decree whether by himself or his employees or sub-contractors.

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each applicant (contractor and subcontractor) provide proof of business registration in response to a request for proposals prior to award of Contract. Proof of registration shall be a copy of the applicant's Business Registration Certificate (BRC) dated prior to bid opening. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The applicant shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, an applicant must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the applicant and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

An applicant, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

AFFIDAVIT OF NON-COLLUSION

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this proposal, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each applicant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); **or**
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **or**
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

Prior to any mergers where the contractor is to become the "Division of" or changes the financial structure or reporting of the contractor, the contractor shall notify the Township of Medford. Failure to notify the Township prior to any merger may cause termination of the contract.

If during the life of the contract, the applicant disposes of the business concern by acquisition, merger, sale and/or transfer or by any means convey h/h interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required a performance bond in the amount of the open balance of the contract.

INSURANCE

The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The Contractor shall not allow any sub-contractor to begin work on his sub-contract until the insurance required of the sub-contractor has been obtained and approved. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township. Bidder/Vendor shall supply a Certificate of Insurance evidencing the satisfaction of minimum insurance coverage requirements for this RFP, which shall be supplied prior to execution of a contract between Medford and the professional vendor awarded a professional services contract.

- A. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract Workers' Compensation Insurance for all of his employees to be engaged in work on the project, and in the case of any sublet, the Contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the Contractor's Insurance. In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation Statute, the Contractor shall provide and cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees as are otherwise protected.
- B. Professional Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract "errors and omission" insurance coverage in an amount not less than \$1,000,000.
- C. Contractor's Automobile Liability and Property Damage Insurance: As an independent contractor, the Contractor shall be solely responsible for procuring its own automobile liability insurance and property damage insurance. The Contractor's contract to provide professional services to the Township shall include such language.
- D. Proof of Insurance: The Contractor shall furnish the Township with satisfactory proof of carriage of the

insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Bidder/Vendor shall not be required to obtain an insurance policy/endorsement requiring an undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty days notice to the Township by certified mail, return receipt requested. The liability policies and endorsements shall be specifically referred to the Township and its officers, agents and employees as insured parties and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Township. The policies shall include waiver of rights of subrogation. Contractor shall carry, during the life of the contract and any extension thereof, Builders' Risk Insurance (All Risks) of physical loss or damage to property in an amount equal to 100% completed value basis of the work contracted herein.

INDEMNIFICATION

The Applicant agrees to indemnify and save harmless the Township, its officers, agents and employees, hereinafter referred to as indemnities', from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Applicant or those acting under the Applicant to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnity, be indemnified against all liability, loss or damage of any nature whatever.

TOWNSHIP MANAGER'S CONTROL

The enumeration in the contract documents of particular instances in which the opinion, judgment or direction of the Township Manager shall control the work, or which work shall be performed to the satisfaction, approval or inspection of the Township Manager, shall not imply that only matters similar to those enumerated shall be so governed and performed under the control of the Township Manager. Without exception, all work under the contract documents shall be under the direct control of the Township Manager.

DISPUTES

Disputes arising under this agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c. 371 (N.J.S.A. 40A:11-50), pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Township and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Township and the contractor.

SAMPLE CONTRACT

The terms and provisions set forth under the heading “GENERAL INFORMATION FOR BIDDERS” are hereby made a part of the terms and conditions of the proposed contract.

SAMPLE CONTRACT

This agreement is made on Month, Day, Year between the Township of Medford; a Municipal Corporation of the State of New Jersey, 49 Union Street, Medford, New Jersey 08055 (hereinafter referred to as the "Township") and

CONSULTANT

(Hereinafter referred to as the "Consultant").

RECITALS.

1. A RFP for Project Name (hereinafter referred to as the “Project”) were received from the Contractor by the Township on Date; and
2. The Contractor was thereafter awarded a contract by the Medford Township Council for the Project.

AGREEMENT

The Contractor and the Township, for and in consideration herein specified, hereby agree as follows:

1. The Contractor shall undertake and complete the Project as indicated on the Bid Proposal and in strict and entire conformity with the Contract Documents.
2. Signed contract and all required bonds, surety, and certification must be returned in 10 days to the Municipal Clerk.
3. The Township shall compensate the Contractor for the Project in accordance with the Contract Documents in the amount not to exceed Total Contract Dollars.
4. The Contract Documents and any approved change orders (if applicable), are hereby made a part of this Contract.
5. The Contractor shall hold harmless and defend the Township against any and all suits and assume liability for the use of any patented process, device or article forming a part of the apparatus or any appliance furnished under this Contract.
6. This Contract shall be binding on the Contractor and the Township, and their respective successors and assigns.
7. The term of this contract shall commence on the date first written above and shall remain in full force and effect until January 31, 2026. Either party has the right to terminate this agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested by its Township Clerk and its seal to be affixed pursuant to the resolution of the Township Council passed for that purpose, and the Contractor has signed, sealed and delivered this Agreement or has caused this Agreement to be signed by its proper corporate officers and its corporate seal to be affixed on the date and year first above written.

FOR THE TOWNSHIP:

Mayor,

ATTEST:

Tara Wicker, RMC
Township Clerk

FOR THE BIDDER:

NAME/TITLE (PLEASE PRINT)

SIGNATURE

WITNESS/ATTEST:

PRINT NAME
SECRETARY/ASSISTANT SECRETARY

SIGNATURE

(If corporation, affix corporate seal)

SCOPE OF WORK

1. TOWNSHIP ATTORNEY/CONFLICT ATTORNEY

The Township of Medford desires to appoint an attorney to handle and represent the Township of Medford in all matters.

1.1. GENERAL CRITERIA

- 1.1.1. Applicants should demonstrate knowledge of general New Jersey law municipal law under titles 40 and 40A. Any experience or knowledge of matters directly affecting the Township of Medford should be addressed.
- 1.1.2. To serve in an advisory capacity to the Medford Township Council and render legal consultation and advice on matters submitted for review, study, recommendation or comment.
- 1.1.3. To review development applications and planning and development issues when requested to do so by the Township Council.
- 1.1.4. To provide professional legal services in connection with any matters relating to the New Jersey Municipal Land Use Law, Local Redevelopment and Housing Law, COAH regulations, State Plan, and related planning statutes and documents, and be available to prepare and review documents and offer testimony relating to court actions that the Committee may be involved in.
- 1.1.5. To attend Council meetings, and upon the Council's directive, other meetings and informal meetings and/or discussions to review and discuss matters before the Township Council.

1.2. QUALIFICATIONS

- 1.2.1. Must be licensed to practice law in the State of New Jersey for a period of not less than five (5) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
- 1.2.2. Multi-discipline law firm with experience in municipal law, municipal litigation, tort claim laws, affordable housing, New Jersey employment and personnel issues, public contracting and excellent knowledge of Titles 40 and 40A of the Revised Statutes. The applicant should also be highly knowledgeable and experienced with acquisition of real estate (open space), COAH programs, regional contribution agreements, Pinelands Commission, selling of Township real estate and/or property, Joint Insurance Funds, preparing Employment Practices Liability policies, experience with Council-Manager form of government, Election law, NJ employment and personnel law, Municipal Land Use Law, bankruptcy law, tax appeals, municipal utilities law, NJDEP legislation and regulations, environmental and tidelands law, redevelopment issues, Fair Housing Act, eminent domain, OPRA, OPMA, and Government Ethics law.
- 1.2.3. Must list past and present municipal or government authorities represented.
- 1.2.4. Must maintain a bona fide principal office in the State of New Jersey.
- 1.2.5. Must have sufficient support staff available to provide all legal services required by the Township of Medford with respect to legal issues including, tracking,

researching, fully litigating appeals, preparing any settlement documents and related resolutions and fully coordinating and communicating the status of these activities to the appropriate Township of Medford personnel.

2. TOWNSHIP ENGINEER/UTILITY ENGINEER/CONFLICT ENGINEER

The Township of Medford desires to appoint an engineer to provide professional engineering advice and assistance to the Township of Medford.

2.1. GENERAL CRITERIA

- 2.1.1. Applicants should demonstrate knowledge of general engineering principles and practices including experience in municipal road improvements, recreation facilities and fields, traffic and other roadway construction, and utility construction.
- 2.1.2. To provide technical and engineering advice and assistance to the Medford Township Council and render professional consultation and advice on matters submitted for review, study, recommendation or comment to the Township Manager or appropriate Department.
- 2.1.3. To prepare, or cause to be prepared, plans, designs and specifications for public works projects, utility projects, or any other capital projects.
- 2.1.4. To maintain Township maps, tax maps, engineering data and records as may be required for the proper and efficient administration of public works functions.
- 2.1.5. To file in such office of the Township as may be designated or approved by the Manager, the original or true copies of maps, charts, documents, worksheets and data for which he has been compensated by the Township.
- 2.1.6. To attend Council meetings, and other meetings and informal meetings and/or discussions to review and discuss matters on behalf of the Township under direction from the Township Council and/or Township Manager.

2.2. QUALIFICATIONS

- 2.2.1. Must be licensed professional engineer and land surveyor in the State of New Jersey for a period of not less than five (5) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
- 2.2.2. Must be multi-disciplined with expertise in road construction, construction management, water and sewer plant construction with engineers who hold licenses in these areas, land use law expertise, planners and landscape engineers on staff, experience with environmental studies assessments (wetlands, archaeological, endangered species, hydrologic studies, storm water management), GIS, materials testing, surveying, traffic studies, drainage, and extensive knowledge of Pinelands and NJDEP rules and regulations.
- 2.2.3. Must list past and present municipal or government authorities represented.
- 2.2.4. Must maintain a bona fide principal office in the State of New Jersey.

- 2.2.5. Must have sufficient support staff available to provide all engineering services required by the Township of Medford.

3. LABOR/HUMAN RESOURCES ATTORNEY

The Township desires to appoint legal counsel.

3.1. GENERAL CRITERIA

3.1.1 The applicant shall be able to handle the following services:

- a. Labor & Employment Law
- b. Litigation before Administrative Boards and Courts
- c. Arbitration Hearings
- d. Union Negotiations and Strategies
- e. PERC Hearings

3.2. QUALIFICATIONS

3.2.1 Each interested firm shall submit a proposal with the following information:

- a. name of firm
- b. address of firm
- c. all employees of firm
- d. experience in representing other public entities
- e. number of years in business
- f. must have a minimum of five (5) years' experience representing public entities in labor matters
- g. must hold a license to practice law and be a member of the New Jersey bar.

4. BOND COUNSEL

The Township of Medford desires to appoint an attorney or firm who will be the primary legal representative of the Township in all matters relating to the issuance of public debt instruments and to represent the Township both in general litigation and in specific matters related to state and federal environmental regulations, grant applications, labor, employment and local government law on an as needed

4.1. GENERAL CRITERIA:

Applicant should demonstrate knowledge of municipal bond and finance law and the Township Entities' particular financial situation and requirements. Applicants should also demonstrate knowledge of general New Jersey municipal and local finance law. Any experience or knowledge of matters directly affecting the Township of Medford should be addressed.

4.2. QUALIFICATIONS:

- 4.2.1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than ten (10) years preceding appointment.
- 4.2.2. Must have a minimum of ten (10) years' experience representing municipal entities in connection with the issuance of debt obligations.
- 4.2.3. Must maintain a bona fide office in the State of New Jersey.
- 4.2.4. Must have sufficient support staff to provide all services required by the Township including, but not limited to, the preparation of all documents necessary and incidental to the issuance of bonds and other municipal obligations.
- 4.2.5. Must have sufficient support staff available to provide all general and specific legal services required by the Township with respect to litigation,
- 4.2.6. Must list past and present public entities represented as Bond Counsel.

5. RISK MANAGEMENT CONSULTANT/BENEFIT BROKER

The Township of Medford desires to appoint a professional risk management consultant/benefit broker as required in the bylaws of the Burlington County Joint Insurance Fund (the "FUND") of which the Township of Medford is a member.

5.1. GENERAL CRITERIA

The CONSULTANT will in exchange for the compensation provided for below shall:

- 5.1.1. Assist the Township in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- 5.1.2. Assist the Township in understanding the various coverage's available from the FUND and the Municipal Excess Liability Joint Insurance Fund.
- 5.1.3. Review with the Township any additional coverage that the CONSULTANT feels should be carried but are not available from the FUND and subject to the Township's authorization, place such coverage's outside the FUND.
- 5.1.4. Assist the Township in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
- 5.1.5. Review Certificates of Insurance from contractors, vendors and professionals as requested by the Township.
- 5.1.6. Review the Township's assessment as prepared by the FUND and assist the Township in the preparation of its annual insurance budget.
- 5.1.7. Review loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) Township safety committee meeting per annum to promote the safety objectives and goals of the Township and the FUND.

- 5.1.8. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
- 5.1.9. Perform any other risk management related services required by the FUND's bylaws.
- 5.1.10 Assist the Township in identifying its insurable exposures, recommend professional methods to reduce, assume or transfer the risk of loss, and assist the Township in understanding and selecting the various types of coverage available from the BURLCO JIF.
- 5.1.11 Review with the Township any additional types of coverage that it believes the Township should purchase that are not available from the BURLCO JIF. The Broker shall purchase and bind any additional types of coverage authorized by the Township.
- 5.1.12 Assist the Township in the preparation of applications, statements of values, schedules of assets and other documents requested by the BURLCO JIF. (However, the Broker shall not conduct any appraisals.)
- 5.1.13 Review the Township's annual assessment as prepared by the BURLCO JIF, and assist the Township in the preparation of its annual insurance budget.
- 5.1.14 Assist the Township with the timely and accurate reporting of all claims, which shall include the establishment and implementation of claims reporting procedures.
- 5.1.15 Review the Township's loss data on a regular basis and prepare reports to the Township on recent losses, open claims, and loss trends.
- 5.1.16 Review the performance of the Township's third-party administrators (including WC, health/Rx and dental) on a quarterly basis including reserving practices, adjuster claim counts, supervisor file review and comparison of applicable network rates/ discounts.
- 5.1.17 Assist the Township with ensuring its employee benefits programs remain in compliance with the Affordable Care Act and any other federal or State regulations.
- 5.1.18 Assist the Township by reporting to the BURLCO JIF changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- 5.1.19 Order Certificates of Insurance from the BURLCO JIF upon request and evaluate Certificates of Insurance received by the Township for adequacy of coverage/ compliance with JIF requisites.
- 5.1.20 Review the annual coverage documents to verify the accuracy of the policies and respond to questions regarding coverage from the Township's officials.

5.1.21 Evaluate the Township's self-insured employee benefits program, assist with procuring the services of TPAs and excess coverage, calculate monthly premium equivalents for health, Rx and dental, and facilitate cooperation between TPAs, benefit networks and excess insurers.

5.1.22 Upon request, assist the Township with evaluating whether to remain in the BURLCO JIF, join another municipal or regional JIF, or self-insure; and evaluate whether to join a HIF, the State Health Benefits Program or remain self-insured.

5.2. QUALIFICATIONS

5.2.1. Must be a licensed insurance agent or broker for a minimum of five years with a demonstrated knowledge of municipal risk management, including at least a year of direct experience with the New Jersey Municipal Utilities Joint Insurance Fund.

5.2.2. Must maintain a current principal office within the State of New Jersey.

5.2.3. Must maintain professional liability insurance in an aggregate amount of at least \$1,000,000.

5.2.4. Must describe any special services available to municipal clients.

5.2.5. Must list all past and present municipal clients.

5.3. COMPENSATION

In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

5.3.1 The CONSULTANT shall be paid by the Burlington County Joint Insurance Fund a fee as compensation for services rendered, an amount equal to not more than six percent (6%) of the Township's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the Township's assessment.

5.3.2 For any insurance coverage authorized by the Township to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 7.1.3(1).

6. AUDITOR

The Township of Medford desires to appoint a firm of certified public accountants to act as municipal auditors for the Township.

6.1 GENERAL CRITERIA

Applicant should demonstrate knowledge of municipal auditing laws and regulations and experience in providing advice to municipal entities on records compliance issues as well as knowledge of the financial issues affecting municipal entities. Specific experience or knowledge of matters that directly affect Township audits is also required.

6.2 QUALIFICATIONS

- 6.2.1 Must employ a minimum of five (5) certified public accountants who have been licensed in that capacity for a period of not less than five (5) years each prior to the date of appointment,
- 6.2.2 Must employ a minimum of two (2) registered municipal accountants.
- 6.2.3 Must have a minimum of five (5) years' experience in providing auditing services to municipalities within the State of New Jersey.
- 6.2.4 Must maintain a current principal office within the State of New Jersey.
- 6.2.5 Must describe any special services available to municipal clients or agencies.
- 6.2.6 Must list all current and prior municipal clients.

7. MUNICIPAL COURT PROSECUTOR/CONFLICT PROSECUTOR

Applicants should demonstrate knowledge and experience with respect to all aspects of Municipal Court matters.

7.1 **GENERAL CRITERIA:**

Any experience or knowledge of matters that directly affects the Township of Medford should be addressed. The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules and regulations.

7.2 **QUALIFICATIONS**

The Township of Medford desires to appoint an attorney to provide professional legal services in the form of Municipal Court Prosecutor.

- 7.2.1 Contractor will provide professional legal services in the form of Municipal Court Prosecutor to the Township including but not limited to the following:
 - 1) Prosecute all matters before the Municipal Court of the Township of Medford and shall perform such other duties as are required by the Township in case of need.
 - 2) Represent the State, the county or the municipality in the prosecution of all offenses within the statutory jurisdiction of the municipal court as defined by law; including municipal ordinance and municipal code violations pertaining to zoning, land or property use regulation, property maintenance, building or construction.
 - 3) Handle all phases of the prosecution of an offense, including but not including but not limited to discovery, depositions, motions, pretrial and post-trial hearings, trials, removals to federal district court and other collateral functions reasonably related to the defense, including the preparation of both expert and lay investigation and testimony as well as other preparations as needed and authorized to be performed by law or Rule of Court.
 - 4) Municipal appeals not handled by the County Prosecutor
 - 5) Other services, as needed and assigned.
 - 6) Counsel may be called upon to attend meetings, including meetings of the governing body.

- 7) Counsel may also be called upon to provide other types of legal services of a specialized nature within the scope of his/her expertise and professional qualifications.

7.3 SUBMISSION REQUIREMENTS:

7.3.1 GENERAL

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this RFP and shall incorporate the information requested below. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

7.3.2 ADMINISTRATIVE

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement via an executed Letter of Qualification.
2. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFP, and the name of the key contact person.
3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
 - a. Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.
 - b. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Qualification Statement. Describe the approval process.
 - c. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
 - d. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

5. The number of years Respondent has been in business under the present name.
6. The number of years Respondent has been under the current management.
7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice or breach of contract. If yes, please explain.
8. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. A copy of the respondent's malpractice insurance.

7.3.3 PROFESSIONAL

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
 - a. Description and scope of work by Respondent.
 - b. Name, address and contact information of reference to the RFP.
 - c. Explanation of perceived relevance of the experience to the RFP, including any Board Certification in relevant areas of practice.
2. Brief description of Respondent's relevant clients, including a listing of all municipal government or other public entity clients, during the last three (3) years.
3. Resumes of key employees, and an indication of which employees would be directly working with the Township.
4. A narrative statement of the Respondent's understanding of the Township's needs and goals.
5. List all immediate relatives of Principal(s) of Respondent who are Township employees or elected officials of the Township. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
6. Limits of Malpractice/liability insurance coverage and name of insurance carrier.
7. A listing of all other engagements where services of the type proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Township may obtain references from any of the parties listed.

8. Respondents must demonstrate a familiarity with the rules New Jersey Court Rules and Rules and Procedures of the Federal District Court for the District of New Jersey, as appropriate, and/or demonstrate a proven record of cases tried or argued at the trial level and the Appellate Divisions of the Superior Court of New Jersey.
9. Demonstration of ability with appropriate personnel or other arrangements to perform the required tasks in a timely fashion, including the attendance at meetings, as necessary.
10. Demonstration of ability to properly perform the services of a Municipal Court Prosecutor.
11. A listing of all professional organization memberships.
12. Respondents must list all cases where they have been adverse to the Township of Medford or in which they sued the Township or in which they represented a client that sued the Township in cases filed within the last five calendar years.
13. A listing of all employment positions with the Township, its Boards, Agencies and subordinate entities, including both salaried positions and/or professional services or other contracts of Respondent, stating the period of time and position held.
14. A detailed statement of whether potential conflicts exist that would preclude the issuance of a contract for the legal services herein described.

7.3.4 DISCOVERY

In providing discovery, the Municipal Prosecutor shall charge the same fees for copying and reproduction, as would be applicable under implementing regulations of the Open Public Records Act, N.J.A.C 5:105.

8. MUNICIPAL COURT PUBLIC DEFENDER

The Township of Medford desires to appoint an attorney to represent indigent defendants in proceedings over which the Medford Township Municipal Court has jurisdiction.

8.1 GENERAL CRITERIA

- 8.1.1 Applicants should demonstrate knowledge of applicable state laws, criminal laws, motor vehicle laws, DWI laws, local ordinances, and municipal court room procedures.
- 8.1.2 To represent any defendant with an offense in Municipal Court who is indigent as determined by the magistrate.
- 8.1.3 To handle all phases of assigned defense, including discovery, pre-trial and post-trial motions and proceedings.
- 8.1.4 To provide other such duties as imposed by statute, rule, regulation, ordinance, the rules of professional conduct, court orders or directives and the like.

8.2 QUALIFICATIONS

- 8.2.1 Must be licensed to practice law in the State of New Jersey with a minimum of five (5) years' experience in municipal court.
- 8.2.2 Must list past and present municipal or government authorities represented.
- 8.2.3 Must maintain a bona fide principal office in the State of New Jersey.
- 8.2.4 Must have ability to provide the service or complete the activity in a timely fashion as required by the Township.

9. TOWNSHIP PLANNER/ CONFLICT PLANNER

The Township of Medford desires to appoint a professional planner to provide professional engineering advice and assistance to the Township of Medford

9.2 GENERAL CRITERIA

- 9.2.1 Applicants should demonstrate knowledge of general planning principles and practices including experience in extensive work and knowledge with the Municipal Land Use Law, experience in devising and updating Master Plans, extensive COAH experience, extensive experience of land development ordinances and experience in water and sewer issues.
- 9.2.2 To provide planning advice and assistance to the Medford Township Council and render professional consultation and advice on matters submitted for review, study, recommendation or comment to the Township Manager or appropriate Department.
- 9.2.3 To prepare, or cause to be prepared, plans, designs and specifications for public projects involving planning expertise.
- 9.2.4 To attend Council meetings, and other meetings and informal meetings and/or discussions to review and discuss matters on behalf of the Township under direction from the Township Council and/or Township Manager.

9.3 QUALIFICATIONS

- 9.3.1 Must be licensed professional planner in the State of New Jersey for a period of not less than five (5) years with experience working with municipal boards and committees.
- 9.3.2 Must list past and present municipal governments represented.
- 9.3.3 Must maintain a bona fide principal office in the State of New Jersey.
- 9.3.4 Must have ability to provide the service or complete the activity in a timely fashion as required by the Township.

10. AFFORDABLE HOUSING PLANNER

The Township of Medford desires to appoint an Affordable Housing Planner for the purposes of advising the Township of Medford concerning the Township's affordable housing obligations.

10.1. GENERAL CRITERIA

- 10.1.1. Applicants should demonstrate knowledge of general New Jersey municipal land use law with specific reference to municipal requirement under COAH.
- 10.1.2. To review the Township's Housing Plan, prepare a new housing plan if required, and compliance with the Township's requirements under the rules and regulations promulgated by the State of New Jersey, Council on Affordable Housing (COAH).

10.2. QUALIFICATIONS

- 10.2.1. Applicants must be licensed and/or certified, if required by the State of New Jersey, to provide professional planning services in the State of New Jersey.
- 10.2.2. Must have a minimum five (5) years' experience in providing service to New Jersey municipalities in the review and preparation of Housing Plans and requirements under the rules and regulation promulgated by the State of New Jersey, Council on Affordable Housing (COAH).
- 10.2.3. Must list past and present municipal clients with specific reference to housing plans prepared and experience with COAH.

SEALED RESPONSES

BE ADVISED THAT absent an express written notice to the contrary in the detailed requirements, all proposals:

1. Are to be submitted on the "Standardized Professional Service RFP - RFP PROPOSAL FORMS" AND
2. Are Subject to the Standardized "General Instructions, Submission and Selection Criteria for Professional Service Contracts".

The above mentioned standardized documents are available on the Township of Medford website at www.medfordtownship.com under the heading "Current Bidding Opportunities/Notice of Solicitation for Professional Service".

The Township Clerk's Office is open Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding holidays.

3. The above noted Standardized Professional Service RFP - RFP PROPOSAL FORMS include:
 - a. The "Proposal Form" signed and dated by the provider, clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
 - b. A signed and notarized "Non-Collusion Affidavit."
 - c. A signed "Disclosure of Ownership form".
4. A copy of the vendor's current "NJ Business Registration Certificate". Information on this certificate can be obtained on the web at "[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)".
5. Such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses must be received in the Township of Medford, Attn: Township Clerk, 49 Union Street, Medford, NJ 08055 on or before the date and time ("due date" set forth in this notice (also referred to as the "submission deadline"). The Township Clerk and/or her designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the Manager's Conference Room of the Medford Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Township of Medford reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Township of Medford.

APPLICANT TERMS AND CONDITIONS

Proposals will be evaluated by the Township Council and/or sub-committees of the Township of Medford on the basis of the most advantageous, price and other factors considered but not limited to the following:

- Knowledge of the administrative structure of the Township of Medford and subject matter to be addressed under the contract.
- Individual designated by the applicant and approved by Township is required to attend all regular scheduled meetings as required by Township of Medford. If the designated individual is unable to attend they must notify the Township in advance and have the individual to attend the meeting approved by Township of Medford.
- Applicant must respond to Township inquiries within 24 hours.
- Applicant must be available to accommodate any Special meetings as required by the Township;
- Applicant will provide written proposals for specific projects as required by Township.

Applicant must provide a compensation schedule.

- The Township shall not pay for travel time
- The Township shall not pay for copies made at a rate exceeding what the Township may charge under the Open Public Records Act N.J.A.C. 5:105

Other factors that may reasonably impact the Township in 2025.

EXHIBIT A

MEETING SCHEDULES

The Township Council meets the 1st and 3rd Tuesday of each month at 7:00 pm. The 2025 Schedule is as follows, but is subject to change

January 7th and 21st
February 4th and 18th
March 4th and 18th
April 1st and 15th
May 6th and 20th
June 4th (Wednesday) and 17th
July 1st and 15th
August 6th (Wednesday) and 19th
September 2nd and 16th
October 7th and 21st
November 5th (Wednesday) and 18th
December 2nd and 16th

*Please note the first meetings of June, August and November will be held on the first Wednesday instead of the first Tuesday.

The Municipal Court meets at 4:00 pm on the second Thursday and 8:30 am on the other dates. The 2025 Schedule is as follows, but is subject to change.

January 16th (Public Defender) 2nd, 19th and 23rd
February 20th (Public Defender) 6th, 13th and 27th
March 20th (Public Defender) 6th, 13th and 27th
April 17th (Public Defender) 3rd, 10th and 24th
May 15th (Public Defender) 1st, 8th and 22nd
June 26th (Public Defender) 5th and 12th
July 17th (Public Defender) 3rd, 10th and 24th
August 21st (Public Defender) 7th, 14th and 28th
September 25th (Public Defender) 4th, and 11th
October 16th (Public Defender) 2nd, 9th and 23rd
November 20th (Public Defender) 6th and 13th
December 18th (Public Defender) 4th and 11th

EXHIBIT B

EVALUATION SHEET

TOWNSHIP OF MEDFORD

EVALUATORS NAME _____

COMPANY NAME _____

Write NA if category does not apply.

Understanding the Requested Work 10 Points				
<u>Category</u>	<u>0 Points</u>	<u>1 - 2 Points</u>	<u>3 - 4 Points</u>	<u>Points Given</u>
Demonstrates clear understanding	Does Not demonstrate clear understanding	Proposal points are adequately defined	Proposal is clear, readable and precise	
	<u>0 Points</u>	<u>1 - 2 Points</u>	<u>3 Points</u>	
Completeness and responsiveness to RFP	Does not address major requirements	Proposal absent some non-critical points	Proposal complete and responsive	
Compliance with instructions and requests	Does not comply	Complies substantially	Complies with all instructions and requests	

Knowledge and Professional Compliance 25 Points				
<u>Category</u>	<u>0 - 2 Points</u>	<u>3 - 4 Points</u>	<u>5 - 6 Points</u>	<u>Points Given</u>
Education and training of employees, suitability to perform the required tasks	Minimal training, no formal education, new performer	Some prior experience, some training and documented performance	High level of education and training, well proven performance	

	<u>0 Points</u>	<u>1 - 2 Points</u>	<u>3 - 7 Points</u>	
Does respondent have the character, integrity, reputation, judgment, experience & efficiency required by the contractor OR Expert methods, process & resources to be utilized	Not adequately documented	Proposal uses come current technology	Well documented use of the latest technologies	
	<u>0 Points</u>	<u>1 - 2 Points</u>	<u>3 - 4 Points</u>	
QA/QC Process	Not adequately documented	QA/QC documented, but with little oversight	QA/QC documented with significant oversight	
	<u>0 Points</u>	<u>1 - 3 Points</u>	<u>4 - 8 Points</u>	
Primary contractor vs. subcontracted resources. Depending on nature of sub & percentage of project.	More than one subcontractor	Only one subcontractor providing 50% of resources to be used	Primary contractor will do entire project	

Ability to Perform Services in a Timely Manner				
15 Points				
<u>Category</u>	<u>0 Points</u>	<u>1 - 2 Points</u>	<u>3 - 4 Points</u>	<u>Points Given</u>
Scheduling Timeline	Cannot meet schedule	Meets most of schedule	Meets entire schedule	
	<u>0 - 1 Points</u>	<u>2 - 3 Points</u>	<u>4 - 6 Points</u>	
Personnel & Resources	May not be sufficient	Sufficient for project	Dedicated resources	
	<u>0 - 2 Points</u>	<u>3 - 4 Points</u>	<u>5 Points</u>	
Primary Contractor relationship subcontractors	Primary contractor has not worked with subcontractor	Primary contractor has limited experience with subcontractor	No subcontractor or a proven record with subcontractor	

Management, Experience and Personnel Qualifications				
25 Points				
<u>Category</u>	<u>0 Points</u>	<u>1 - 2 Points</u>	<u>3 Points</u>	<u>Points Given</u>
Project Management Plan	Not demonstrated as sound	Plan is average	Plan is sound and detailed	
Project Management Team	Does not meet qualifications	Qualified but little experience working together	Well qualified and has collaborated on similar projects	
	<u>0 Points</u>	<u>1 - 2 Points</u>	<u>3 - 5 Points</u>	
Record of reliability and quality of service	Not documented	Some documentation	Track record of high quality	
	<u>0 - 1 Points</u>	<u>2 - 4 Points</u>	<u>5 - 7 Points</u>	
Scope of Work Experience	Few related projects	Some similar projects	Numerous similar projects	
Experience in performing similar work by employees	Limited experience	Good experience	Exceptional experience	

Management, Experience and Personnel Qualifications				
25 Points				
<u>Category</u>	<u>0 Points</u>	<u>2 Points</u>	<u>2 Points</u>	<u>Points Given</u>
Explanation of costs	Costs not explained	Some correlation provided	Well documented	
	<u>0 - 1 Points</u>	<u>5 - 10 Points</u>	<u>11 - 15 Points</u>	
Cost comparison	Highest Third in salary dollars	Middle Third in salary dollars	Lowest Third in salary dollars	
	<u>0 - 1 Points</u>	<u>2 - 3 Points</u>	<u>4 - 6 Points</u>	
Other costs, Copies, travel, etc...	Travel and copy cost in excess of OPRA	Copy cost equal to OPRA costs	None	

	<u>0 Points</u>	<u>1 - 2 Points</u>	<u>3 Points</u>	
Additional Services	No needed additional services identified	Possible additional services identified, costs not included	Needed additional services identified and included	
TOTAL POINTS AWARDED				